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7 *GEICO Casualty Company*

8
9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA
11

12 TIMOTHY ERNEST WALKER, SR.
13 individually;

14 Plaintiff,

15 vs.

16 GEICO CASUALTY COMPANY a
Maryland company; DOES I-X; and ROE
17 CORPORATIONS, I - X, inclusive;

18 Defendants.

CASE NO.: 2:15-cv-00215-APG-VCF

**STIPULATION AND ORDER FOR
PRIVATE BINDING ARBITRATION AND
TO STAY COURT PROCEEDINGS**

19 Plaintiff TIMOTHY ERNEST WALKER, SR. ("Plaintiff") and Defendant GEICO
20 CASUALTY COMPANY ("Defendant")(collectively referred to as the "Parties"), by and
21 through their counsel of record, hereby stipulate as follows:

22 1. Plaintiff and Defendant have previously entered into a Stipulation and Order
23 To Dismiss with Prejudice the Second, Third, Fourth and Fifth Causes of Action of
24 Plaintiff's Complaint, as well as Plaintiff's claims for punitive and exemplary damages.

25 2. Plaintiff's First Cause of Action for Breach of Contract, which is the only
26 remaining cause of action, shall be resolved through binding arbitration in accordance
27 with the terms of an Arbitration Agreement entered into by the parties.

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1 3. The Arbitration shall be conducted at a time, date and location that is
2 agreeable to the Parties and the Arbitrator.

3 4. Pending the completion of the arbitration hearing, this matter shall be
4 stayed.

5 5. The Parties expressly waive any right to trial by a judge or jury.

6 6. The Parties expressly waive any right to appeal from the Arbitrator's award
7 or any order made by the Arbitrator.

8 7. The award of the Arbitrator shall constitute a final determination of the First
9 Cause of action contained in Plaintiff's Complaint (i.e., Plaintiff's claim for underinsured
10 motorist benefits under the GEICO policy);

11 8. Pursuant to the terms of the Arbitration Agreement, the Parties will, upon
12 the execution of the Binding Arbitration Agreement, stipulate to dismissal of this action,
13 with prejudice, reserving the right to this Court the authority to enforce the Agreement.

14 9. Pursuant to the terms of the Arbitration Agreement, the Arbitrator cannot
15 award costs, interest, or attorneys' fees and the parties will bear their own attorneys' fees
16 and costs.

17 10. The Arbitrator's fees shall be borne equally by the Parties as a non-
18 recoverable item of costs.

19 DATED this 5th day of March, 2015.

20
21 LEWIS BRISBOIS BISGAARD & SMITH LLP

22 By /s/ Danielle C. Miller

23 ROBERT W. FREEMAN, ESQ.

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*Attorneys for Defendant GEICO Casualty
Company*

1 DATED this 5th day of March, 2015.

2 GLEN LERNER INJURY ATTORNEYS

3
4 By /s/ Justin G. Randall
5 JUSTIN G. RANDALL, ESQ.
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10 Attorneys for Plaintiff

11 ORDER

12 IT IS SO ORDERED.

13 DATED this 6th day of March, 2015.

14
15 
16 UNITED STATES DISTRICT JUDGE

17 Respectfully Submitted by:

18 LEWIS BRISBOIS BISGAARD & SMITH LLP

19
20
21 /s/ Danielle C. Miller
22 By _____
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